

#### IN THE NATIONAL COMPANY LAW TRIBUNAL

### SPECIAL BENCH, COURT NO. I

#### **KOLKATA**

C.P.(IB) NO. 309/KB/2020

An Application under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016

IN THE MATTER OF:

Ravi Auto Ltd.

... Appellant

Versus

Surana Mercantiles Pvt. Ltd.

... Respondent

Date of Pronouncement of Order: 7th April, 2025

Coram:

Smt. Bidisha Banerjee, Member (Judicial) Shri. Sameer Kakar, Member (Technical)

**Appearance** 

For Financial Creditor: Mr.Ankan Rai, Adv.

Mr.Ratnesh Kr.Rai, Adv. Ms.Sakshi Kejriwal, Adv.

For the Corporate Debtor: Mr.Shaunak Mitra, Adv

Mr.Kausile De, Adv.

Ms. Mohini Majumdar, Adv.

Ms. A. Ghosh, Adv.



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#### ORDER

#### Per: Bidisha Banerjee, Member (Judicial)

- **1.** The Court congregated through a hybrid mode.
- **2.** Heard the Ld. Counsels of both the parties.
- **3.** An Appeal was preferred by the Financial Creditor, hereinafter referred to as the **"FC"** challenging the order dated 08.06.2022 passed by this Adjudicating Authority dismissing Section 7 application in C.P.(IB) No. 309/KB/2020 filed by the Appellant, FC.
- **4.** The Hon'ble NCLAT on 27.11.2024 passed the following order:
- "Brief facts of the case necessary to be noticed for deciding the Appeal are:
- 2.1. The Financial Creditor disbursed an amount of Rs.1,00,00,000/- to the Corporate Debtor on 01.11.2016. A Promissory Note was also executed by the Corporate Debtor on 01.11.2016. The disbursement of Rs.1,00,00,000/- was also reflected in the ledger entry of the Financial Creditor. Corporate Debtor paid interest on the Inter Corporate Deposit (ICD) on quarterly basis till 31.03.2018. No payments were made towards interest w.e.f. 01.04.2018. On 01.04.2018, Financial Creditor issued confirmation of the accounts to the corporate debtor for the period 01.04.2017 to 31.03.2018. The confirmation was duly signed by the corporate debtor acknowledging an amount of Rs.1,10,79,999/-- Financial Creditor filed Section 7 application on 16.01.2020 claiming debt due totalling to Rs.1,27,74,686/- Rs. 1,00,00,000/- as principal amount and Rs.27,74,686/- as interest. The Corporate Debtor filed reply to the Section 7 application to which rejoinder was also filed by the financial creditor. Adjudicating Authority vide its order dated 08.06.2022 rejected the Section 7 application. Adjudicating Authority held that there is no written agreement between the parties. It held that the Promissory Note is not in proper format and not on a stamp paper and not



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properly signed. It held that the confirmation of the accounts issued by the corporate debtor fails to establish that the amount due from the corporate debtor to the financial creditor is on account of the ICD. It was further held that there is no document to suggest the date of default. It is not possible for the Adjudicating Authority to ascertain whether there was a default in payment of the due amount. Aggrieved by the order rejecting Section 7 application, this Appeal has been filed.

3 We have heard Shri Ashok Kumar Parija, Learned Senior Counsel appearing for the Appellant. We have also heard Counsel appearing for the corporate debtor.

4 Learned Senior Counsel for the Appellant challenging the impugned order contends that all the reasons given by the Adjudicating Authority are erroneous and were not sufficient ground to reject Section 7 application. Counsel for the Appellant submits that the mere fact that there is no written agreement between the parties is not decisive when the financial transaction was reflected from the materials which were filed by the financial creditor. It is submitted that the disbursement of the amount is not even disputed. The payment of interest was made by the corporate debtor till 31.03.2018 which is also reflected in the ledger. The account confirmation was also signed by the corporate debtor which is also undisputed fact. The fact that interest was paid by the corporate debtor was also not denied. Non-stamping of the promissory note has no relevance since financial transaction is reflected from other materials on record. It is submitted that the corporate debtor by accepting the confirmation of accounts dated 01.04.2018 has acknowledged that the debt is due right from 01.04.2018 and the Adjudicating Authority erred in rejecting the application on the ground that no demand has put on record.



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- 5. Counsel for the Corporate Debtor refuting the submissions of the Counsel for the Appellant submits that even the promissory note relied by the financial creditor refers to payment on demand, no proof of demand has been filed by the financial creditor and application under Section 7 has rightly been rejected. It is submitted that Part IV of Section 7 application dia not mention the date of default. When date of default is not mentioned in Part IV, application was liable to be rejected. There was no written agreement between the parties to prove that there is a financial debt. The mere fact that Rs. 1,00,00,000/- was disbursed does not itself prove that there was any financial transaction.
- 6. We have considered the submissions of the Counsel for the parties and perused the record.
- 7. Before we proceed to consider the respective submissions of the parties, it is useful to extract pleadings of financial creditor in Part-IV. Part-IV of Section 7 application is as follows:-

#### "Part-IV

PARTICULARS OF FINANCIAL DEBT					
1.	TOTAL AMOUNT OF DEBT GRANTED AND	The total amount of debt			
	DATE OF DISBURSEMENT	due and payable by the			
		corporate debtor to the			
		financial creditor is Rs.			
		1,27,13,686/- (Rs.			
		1,00,00,000/-being the			
		principal sum and Rs.			
		27,74,686/- being the			
		interest due and payable			
		as on 10 January 2020).			



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*It is stated that pursuant* to negotiations, the creditor financial extended a sum of Rs. 1,00,00,000/- as Inter-Corporate Deposit (ICD) to the corporate debtor Copy of the statement accounts of the financial evidencing creditor disbursement of the aforesaid sum to the corporate debtor is annexed hereto and marked as Annexure 6. A Demand Promissory Note November 2016 was also issued by the corporate debtor to the financial creditor confirming receipt of the aforesaid amount. A copy of the aforesaid demand promissory note is annexed hereto and marked as Annexure 7. It is stated that it was agreed by and between the parties that interest would be payable on a four monthly basis by the corporate debtor to the financial creditor. The total amount of debt due and payable by the

AMOUNT CLAIMED TO BE IN DEFAULT 2. AND THE DATE ON WHICH OCCURRED

corporate debtor to the



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	I as a second
THE DEFAULT	financial creditor is Rs.
	1,27,74,686/- (Rs.
	1,00,00,000/-being the
	principal sum and Rs.
	27,74,686/ being the
	interest due and payable
	as on 10 January 2020).
	A copy of the ledger of
	the corporate debtor
	maintained by the
	financial creditor is
	annexed hereto and
	marked as Annexure 8.
	It is stated that from the
	aforesaid ledger, it will
	be evident that the
	corporate debtor has
	serviced interest till the
	period ending 31 March
	2018. Thereafter, despite
	repeated reminders from
	the financial creditor, the
	corporate debtor has
	failed and neglected to
	service the same. A chart
	showing the details of the
	outstanding interest is
	annexed hereto and
	marked as Annexure 9.
	It is also pertinent to
	mention that the
	corporate debtor issued
	balance confirmation for
	financial year 2017-18 to
	a the financial creditor in
	at the function of course of the



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respect of the sums owed
by it to the latter. A copy
of the aforesaid balance
confirmation is annexed
hereto and marked as
Annexure 10.It is stated
that thereafter, despite
repeated reminders, the
corporate debtor has
failed neglected to make
any payment to the
financial creditor either
on account of principal or
interest. Hence, this
application.

- 8. From the above, it is clear that it was pleaded in Section 7 application that the corporate debtor has serviced interest till the period ending 8. 31.03.2018 and balance confirmation was also issued. Details of outstanding interest were also annexed as Annexure A-9 to the Section 7 application. Ledger of the corporate debtor maintained by the financial creditor reflecting the payment of interest was also annexed and further letter dated 01.04.2018 on confirmation of accounts has also been pleaded.
- 9. The first reason given by the Adjudicating Authority for rejecting the application is that there is no written agreement between the parties. The issue that it is not necessary for financial debt to be proved by a written agreement is no more res integra. Counsel for the Appellant has relied on the judgment of this Tribunal in "Agarwal Polysacks Limited vs. K.K. Agro Foods and Storage Limited- 2023 SCC OnLine NCLAT 624" where this Tribunal has held that if the transaction can be proved from other materials on record, requirement of



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written financial contract is not a pre-condition for proving debt. Following was laid down in paragraph 31:-

"31. The Adjudicating Authority, however, took a view that there should be financial contract between the parties which elucidate the rate of interest and date of repayment. The Adjudwaning Authority took a view that there is no written ogreement to establish the nature of transaction between the parties, hence Appellant failed to prove the debt. We have already held that requirement of written financial contract is a pre condition for proving debt Whet Adjudicating Authority itself given finding in Para 5-6 the disbursement was with interest and repayment was on demand, two essential conditions of financiat debt were present with regard to time value of money. When the financial statement indicate amount with interest since the loan of Rs. 75.00.000 increased in the FY 2017-18 and amount due uxus shoum as Rs. 79,70,250, which clearly was after adding the interest, disbursement has to be held for time value of money. We, thus, are satisfied that all preconditions for establishing financial debt are proved by the Financial Creditor and the order of the Adjudicating Authority rejecting Section 7 application is not sustainable."

10. The submission which has been pressed by the Counsel for the Respondent is that there is no date of default mentioned in Part-IV. It is true that Part-IV does not specifically mention any date of default in Col.2 Part IV. However, Part-IV clearly pleads that the interest has been serviced till 31.03.2018 and thereafter interest is outstanding. Annexure A-9 was filed to the Section 7 application which refers to outstanding amount w.e.f. 01.04.2018. It is useful to extract Annexure-A9 which is part of Section 7 application which is as follows:-



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### "RAVI AUTO LIMITED

### 103, PARK STREET, 6<sup>TH</sup> FLOOR, KOLKATA-700016

### Surana Mercantiles Private Limited

15, Shakespeare Sarani, Room No. 505 Kolkata-700017

1,03,58,027.00	Balance	upto	-122 days @12%
	31.08.2018	01.04.2018	
	to 31.07.201	.8	
1,07,78,483.00			
4,32,120.00	01.08.2018	to	122 days @12%
	30.11.2018		
1,12,05,603.00			
4,15,769.00	01.12.2018	to	121 days @12% 365
	31.03.2019		
1,16,51,372.00			
4,67,332.00	01.04.2019	to	-122 days @12%
	31.07.2019		
1,21,18,704.00			
4,86,076.00	01.08.2019	to	-122 days @12%
	30.11.2019		
1,26,04,780.00			
1,69,906.00	01.12.2019	to	41 days @12% 285
	10.01.2020		
1,27,74,686.00			



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11. Further, the balance confirmation letter dated 01.04.2018 whichi is also part of Section 7 application clearly mentioned that balance as on 01.04.2018 is Rs.1,10,79,999/-, Balance confirmation was signed by the corporate debtor and in the reply which was filed by the corporate debtor before the Adjudicating Authority, balance confirmation was not even denied. Further the payment of interest till 31.03.2018 was pleaded by the financial creditor which was reflected by ledgers filed along with Section 7 application. It is relevant to notice that in the reply filed by the corporate debtor the payment of interest during certain period has not been denied. It is useful to extract following statement from reply of the corporate debtor

"(I) There is no agreement and/or written terms and conditions filed with the Form No. 1 and as such, the applicant cannot be treated to be a Financial Creditor as mere grant of ICD does not amount to 'Financial Debt' within the meaning of Section 5(8) of the said Code. There was no term of payment of interest provided therein and the amount cannot be treated to be investment by the applicant in consideration for the time value of money. Mere fact that the respondent paid interest during certain period cannot be the ground to hold that the alleged 'debt' comes within the meaning of Financial Debt to treat the applicant as Financial Creditor."

12. From the materials brought on record, it is clear that the interest was paid by the corporate debtor till 31.03.2018 which was reflected in the ledger and payment of interest was not denied. Disbursement of Rs.1,00,00,000/-on 01.11.2016 is admitted fact and not denied. Payment of interest is also admitted fact, hence, it is clearly proved that the disbursement was for time value of money since the interest was admittedly paid by the corporate debtor till 31.03.2018.



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13. The submission of the Counsel for the Corporate Debtor, as noted above, that no date of default was mentioned also need to be considered. We have already noticed that in Annexure A-9 filed to the Section 7 application, details of outstanding were mentioned and outstanding was mentioned from 01.04.2018. Balance confirmation also accepted the outstanding of Rs.1,10,79,999/- w.e.f. 01.04.2018. Thus, the date of default is clearly reflected from materials brought on the record along with Section 7 application and the mere fact that specifically there was no mention of date of default in Part IV. Col.2 is not fatal. When Section 7 application, pleadings and materials brought on the record clearly point out the date of default which in the present case is 01.04.2018, non-mention of specific date of default in Part-IV is not fatal.

14. Counsel for the Appellant has relied on judgment of this Tribunal in "Manmohan Singh Jain vs. State Bank of India and Another 2021 SCC OnLine NCLAT 5983" where this Tribunal has laid down following in paragraphs 47 and 52:-

"47) This Tribunal deal with the issues as raised by the Learned Counsel for the Appellant, the facts of the present case and law applicable to it. In the present Appeal, though the first date of NPA is with respect to Axis Bank Le. 10.02.2017. However, the RBI circulars/Directives provides filing of independent application by the Financial Creditor Le. the SBI before the Adjudicating Authority (NCLT) under Section 7 of the IBC. Accordingly, the Applicant the 1st Respondent herein filed application under Section 7 of the IBC for initiating the CIRP against the Corporate Debtor independently taking into the date of NPA/default and the amount of debt and



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default. There is no dispute with regard to the existence of debt and default committed by the Corporate Debtor. However, there is only an objection raised with respect to omission to mention the date of default in Part IV of Form 1 filed before the Adjudicating Authority. It is evident from the records that the date of NPA of the SBI is 27.11.2018 and the application filed by the Financial Creditor on 19.12.2019 even if the 90 days period prior to NPA is taken into consideration for the purpose of deciding default as per the Judgment of the Hon'ble Supreme Court in Re Laxmi Pat Surana, the application is within the period of limitation. Further, this "Tribunal" hold that omission to mention date of default in Col. 2 Part IV in Form I is not fatal to the application. As we are of the view that as per Col. 8 of Part V in Form J regarding particulars of Financial Debt documents, records and evidence of default to be attached, the Financial Creditor has shown sufficient documentary evidence to establish the date of NPA Le. 27.11.2018 and the Adjudicating Authority has taken note of the same and admitted the application. This Tribunal do not find any illegality in admitting the application.

52) Further the Learned Counsel for the Appellant relied upon the Judgment of the Hon'ble Supreme Court in Surendra Trading Co. v. Juggilalkamlapat Jute Mills Co., (2017) 85 taxmann com 372 SC to show that the timelines under Section 7(5) of the Insolvency and Bankruptcy Code are not mandatory however the defect has still to be removed. As stated above, the Respondent/Financial Creditor had stated the date of default in the pleadings and in other documents which the Corporate Debtor has received and acknowledged, therefore as held supra the non-mentioning of the



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date of default in Col. IV is not fatal to the application and on the sole ground, the application cannot be rejected mere taking a technical impediment as held by the Hon'ble Supreme Court that 'it is only a directory'."

- 15. The above judgment of this Tribunal fully supports the submissions of the Counsel for the Appellant that non-mention of the date of default in Part-IV is not fatal when other materials and pleadings in Part-IV clearly points out the date of default.
- 16. The next reason given by the Adjudicating Authority for rejecting Section 7 application was that the promissory note was not in proper format and stamped. Promissory note was only an additional material filed by the financial creditor to prove that the amount was disbursed to the corporate debtor. When disbursement of the amount is not even disputed, the factum that the promissory note is not duly stamped becomes insignificant. Counsel for the Appellant has relied on the judgment of this Tribunal in "Hiren Meghji Bharani vs. Shankheshwar Properties Pvt. Ltd. & Anr.-Company Appeal (AT) (Insolvency) No.446 of 2023" where this Tribunal in paragraph 27 laid down following:-
  - "27. in the above-mentioned circumstances, non-stamping of document does not render the corporate insolvency resolution process ("CIRP") application filed to be non-maintainable when there exists other material on record to prove existence of default in the payment of debt. We do not find any error in the order of the Adjudicating Authority admitting Section 7 proceedings of the IBC against the CD/ M/s Shankheshwar Properties Pvt. Ltd. (R-1), We thus, are of the view that there is no merit in this appeal and the appeal deserves to be dismissed."



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17 The promissory note is not the only document relied by the fant creditor to support his staim Promissory note ed in prove the diabursement. The corporate debtor does not deny that the pircrassury A was issued. When there are othes materiale on recent to prove the disbursement and default, non-stamping of prnisory none inconsequential and could not be a reason to reject Section 7 application.

- 18. From the above discussions, we are satisfied that the firuumicsial creditor has been able to satisfactorily prove that there was financial transaction between the parties and financial debt is due to be paid try the corporate debtor in which default was committed. Sufficient ground was made out to admit Section 7 application. Adjudicating Authority cominitted error in rejecting Section 7 application vide order dated 08.06.2022
- 19. <u>In view of the foregoing reasons and conclusions, we dispose of the Appeal in following manner:</u>
- (i) <u>The order dated 08.06.2022 passed by the Adjudicating Authority rejecting Section 7 application is set aside.</u>
- (ii) The Adjudicating Authority may pass an order admitting Section 7 application within a period of one month from the date copy of this order is produced before the Adjudicating Authority.
- (iii) <u>During the aforesaid period of one month</u>, it shall be open for the corporate <u>debtor to enter into settlement</u>, if any, with the financial creditor for discharge of its debt. In event of any settlement, the same may be brought before the Adjudicating



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Authority who may consider and pass an appropriate order in accordance with law."

- **5.** Since despite giving oppurtunity to the Corporate Debtor to enter into settlement, it has failed to enter into any settlement whatsoever, with the FC, and in view of the discussions extracted above, we admit Section 7 application bearing **Company Petition (IB) No. 309/KB/2020** and pass the following orders.
- **6.** Accordingly, we order the initiation of **Corporate Insolvency Resolution Process** (CIRP) in respect of the Corporate Debtor by the following **Orders**:
  - i. The Application filed by the Ravi Auto Ltd. (Financial Creditor), under Section 7 of the Insolvency & Bankruptcy Code, 2016, is hereby, admitted for initiating the Corporate Insolvency Resolution Process in respect of Surana Mercantiles Pvt. Ltd. (Corporate Debtor).
  - 7 of the I&B Code, moratorium as envisaged under the provisions of Section 14(1) of the Code, shall follow in relation to the Respondent/(CD) as per clauses (a) to (d) of Section 14(1) of the Code. However, during the pendency of the moratorium period, terms of Section 14(2) to 14(3) of the Code shall come into force.
  - **iii.** Moratorium under Section 14 of the Insolvency & Bankruptcy Code, 2016, prohibits the following, as:
    - **a)** The institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgment decree or order in any court of law, Tribunal, arbitration panel or other authority;



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- **b)** Transferring, encumbering, alienating or disposing of by the Corporate Debtor any of its asset or any legal right or beneficial interest therein;
- c) Any action to foreclose, recover or enforce any security interest created by the Corporate Debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
- **d)** The recovery of any property by an owner or lessor where such property is occupied by or in possession of the Corporate Debtor.

[Explanation.--For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a license, permit, registration, quota, concession, clearances or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period;]

- **iv.** The supply of essential goods or services to the corporate debtor as may be specified shall not be terminated or suspended or interrupted during the moratorium period.
- **v.** The provisions of sub-section (1) of Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
- vi. The Applicant has proposed the name of "Mr. Yogesh Gupta", [Registration no.: IBBI/IPA-001/IP-P00349/2017-18/10650, Email ID: yogeshgupta31@rediffmail.com, as the "IRP". We have perused that there is a written communication, annexed as Annexure 5, to the



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Application as per the requirement of Rule 9(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. There is a declaration made by him that there are no disciplinary proceedings pending against him with ICAI Institute of Insolvency Professionals. In addition, further necessary disclosures have been made by "Mr. Yogesh Gupta" as per the requirement of the IBBI Regulations. Accordingly, he satisfies the requirement of the Section 7(3)(b) of the code. Hence, we "Mr. the appoint Yogesh Gupta" as Interim Resolution **Professional(IRP)** of the Corporate Debtor to carry out the functions as per the I&B Code subject to submission of a valid Authorisation of Assignment in terms of regulation 7A of the Insolvency and Bankruptcy Board of India (Insolvency Professional) Regulations, 2016. The fee payable to IRP or the RP, as the case may be, shall be compliant with such Regulations, Circulars and Directions as may be issued by the Insolvency & Bankruptcy Board of India (IBBI). The IRP shall carry out his functions as contemplated by sections 15, 17, 18, 19, 20 and 21 of the I&B Code.

vii. In pursuance of Section 13 (2) of the Code, we direct the IRP or the RP, as the case shall cause a public announcement immediately with regard to the admission of this application under Section 7 of the Code and call for the submission of claims under Section 15 of the Code. The public announcement referred to in Clause (b) of sub-section (1) of Section 15 of Insolvency & Bankruptcy Code, 2016, shall be made immediately. The expression immediately means within three days as clarified by Explanation to Regulation 6 (1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.



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- **viii.** During the CIRP period, the management of affairs of the Corporate Debtor shall vest in the IRP or the RP, as the case may be, in terms of Section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within one week from the date of receipt of this Order, in default of which coercive steps will follow. There shall be no future opportunities in this regard.
  - to take full charge of the Corporate Debtor, its assets and its documents without any delay, and this Court hereby directs the concerned Police Authorities and/or the Officer-in-Charge of Local Police Station(s) to render all assistance as may be required by the Interim Resolution Professional in this regard.
  - **x.** The IRP or the RP, as the case may be shall submit to this Adjudicating Authority periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
  - **xi.** The Financial Creditors shall be liable to pay to IRP a sum of Rs. 3,00,000-/- (Rupees Three Lakh Only) as payment of his fees as advance, as per Regulation 33(3) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, which amount shall be adjusted at the time of final payment. The expenses relating to the CIRP are subject to the approval of the Committee of Creditors (CoC).
- xii. In terms of sections 7(5) and 7(7) of the Code, the **Registry of this**Adjudicating Authority is hereby directed to communicate this Order to the Financial Creditor, the Corporate Debtor and the Interim



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Resolution Professional by Speed Post and through email immediately, and in any case, not later than two days from the date of this Order.

- xiii. Additionally, the Registry of this Adjudicating Authority shall serve a copy of this Order upon the Insolvency and Bankruptcy Board of India (IBBI) for their record and also upon the Registrar of Companies (ROC), West Bengal, Kolkata by all available means for updating the Master Data of the Corporate Debtor. The said Registrar of Companies shall send a compliance report in this regard to the Registry of this Court within seven days from the date of receipt of a copy of this order.
- **xiv.** The Resolution Professional shall conduct CIRP in time-bound manner as per Regulation 40A of IBBI (Insolvency Resolution Process for Corporate Persons) Regulation, 2016.
- **xv.** The IRP/RP shall be liable to submit the periodical report including the minutes of the CoC of the Corporate Debtor, with regard to the progress of the CIRP in respect of the Corporate Debtor to this Adjudicating Authority time to time.
- **xvi.** The order of moratorium shall cease to have effect as per Section 14(4) of the I&B Code.
- **7.** This order is issued under Section 7 of I&B Code 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to the Adjudicating Authority) Rules, 2016.
- **8.** The certified copy of this order, if applied for, be supplied to the parties, subject to compliance with all requisite formalities.



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**9.** Post the matter on 19.05.2025 for filing the Periodical Progress Report by the IRP/RP.

Sameer Kakar Member (Technical) Bidisha Banerjee Member (Judicial)

This Order is signed on this, the 7th Day of April, 2025.

Oindrila, K. (LRA)